

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

THE UNITED STATES for the use of)
GMW Fire Protection, Inc., an Alaska)
Corporation,)

Plaintiff,)

vs.)

KANAG'IQ CONSTRUCTION CO.,)
INC., an Alaska Corporation, and)
WESTERN SURETY COMPANY, a)
South Dakota Corporation,)

Defendants.)

Case No. A05-170 CI (TMB)

SPECIAL VERDICT FORM

We, the jury in the above-captioned case, find the following special verdict submitted to us in the above-captioned case:

I. UNFAIR TRADE PRACTICES

1. Did GMW engage in any unfair trade practices?

Answer "yes" or "no." Answer: _____

If you answered "no" to Question No. 1, proceed to Question No. 4. However, if you answered "yes" to Question No. 1, then answer Question No. 2.

2. Did GMW's unfair trade practice(s) cause damage to Kanag'iq?

Answer "yes" or "no." Answer: _____

If you answered "no" to Question No. 2, proceed to Question No. 4. However, if you answered "yes" to Question No. 2, then answer Question No. 3.

3. What was the amount that Kanag'iq overpaid GMW? Enter the amount.

Answer: _____

II. CONTRACT

4. Was the contract between Kanag'iq and GMW a unit price contract?

Answer "yes" or "no." Answer: _____

5. Did GMW breach its unit price contract with Kanag'iq?

Answer "yes" or "no." Answer: _____

6. Did Kanag'iq breach its unit price contract with GMW?

Answer "yes" or "no." Answer: _____

7. Did GMW's breach, if any, of its unit price contract with Kanag'iq cause damage to Kanag'iq?

Answer "yes" or "no." Answer: _____

8. Did Kanag'iq's breach, if any, of its unit price contract with GMW cause damage to GMW?

Answer "yes" or "no." Answer: _____

9. If you found that GMW breached its unit price contract with Kanag'iq, what is the amount of Kanag'iq's damages resulting from that breach?

Answer: _____

10. If you found that Kanag'iq breached its unit price contract with GMW, what is the amount of GMW's damages resulting from that breach?

Answer: _____

III. COVENANT OF GOOD FAITH AND FAIR DEALING

11. Did GMW breach the implied promise of good faith and fair dealing?

Answer “yes” or “no.” Answer: _____

If you answered “no” to Question No. 11, then answer Question No. 13. However, if you answered “yes” to Question No. 11, proceed to Question No. 12.

12. What dollar amount will fairly compensate Kanag’iq for GMW’s breach of the implied promise of good faith and fair dealing?

Answer: _____

IV. QUANTUM MERUIT

13. If there was no contract between GMW and Kanag’iq:

a. Did GMW furnish materials and provide services to Kanag’iq; and

Answer “yes” or “no.” Answer: _____

b. Did Kanag’iq knowingly accept the benefit of the materials and services realizing there was no contract; and

Answer “yes” or “no.” Answer: _____

c. Did Kanag’iq unfairly benefit from the services and materials if no additional compensation is paid to GMW?

Answer “yes” or “no.” Answer: _____

14. If you answer “yes” to Questions a, b, and c above, what amount represents the reasonable value of the materials and services rendered by GMW, less any amount already paid by Kanag’iq?

Answer: _____

DATED at Anchorage, Alaska this _____ day of _____ 2008.

Foreperson of the Jury